

REQUEST FOR PROPOSAL (RFP)

RFP# SVC-06-058

Issue Date: March 3, 2006

Title: **Domestic Violence Prevention and Services Programs**

Commodity Code: 952-21, 952-37, 952-78

Location: Statewide

Initial Contract Period: July 1, 2006 – June 30, 2007

Proposal Due Date and Time: April 11, 2006 (5:00 pm)

Issuing Agency: Commonwealth of Virginia
Department of Social Services
Office of Family Violence
7 North 8th Street, 4th Floor
Richmond, VA 23219-3301

Sealed Proposals for furnishing the services described herein will be received subject to the conditions cited herein until the Proposal Due Date and Time shown above. **Proposals received after that time will be returned without consideration.** Send or had deliver all proposals directly to the issuing agency shown above. **Do not fax or e-mail.**

All Inquiries For Information Should Be Directed To: Nancy Fowler Phone: (804) 726-7502

PROPOSALS ARE TO BE MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

_____	Date: _____
(Name of Organization)	
_____	By: _____
(Address)	(Signature In Ink)
_____	Name: _____
	(Please Print)
_____	Title: _____
City _____ State _____ Zip Code _____	
FEI/FIN #. _____	Phone: (____) _____
E-mail: _____	Fax: (____) _____

An optional pre-proposal conference will be held on March 13, 2006 at Forest Office Park, 1604 Santa Rosa Road 2nd Floor Room 232A (Powhatan room) Richmond, VA 23229-5008. (Reference: Paragraph VII herein).

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE

The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish contracts through competitive negotiation for the purchase of services through public and private non-profit, incorporated agencies and organizations in Virginia whose service programs have as their main purpose the provision of direct crisis services to victims of domestic violence. Crisis services are defined as including, but not limited to, hotline services, crisis intervention, safety planning and access to shelter available 24 hours per day to victims of domestic violence who are in imminent danger.

Through this single solicitation four funding streams will be distributed. Each recipient of a grant award will receive funding representing each of the following funding sources:

- Virginia Family Violence Prevention Program (VFVPP)
- Family Violence Prevention and Services Act (FVPSA)
- Victims of Crime Act (VOCA)
- Temporary Assistance for Needy Families (TANF)

Awards will be made for state fiscal year July 1, 2006 through June 30, 2007. Proposals are due no later than 5:00 on April 11, 2006. Proposals will not be accepted by facsimile or electronically. Late proposals will not be considered. Send or hand-deliver one (1) completed proposal with original signatures and five (5) copies to:

Nancy Fowler, Program Manager
Office of Family Violence
Virginia Department of Social Services
7 North Eighth Street, 4th Floor
Richmond, VA 23219

The Office of Family Violence has determined that a preference will be given to Certified Domestic Violence Programs. Un-certified service providers will be considered. Steps to gain certification status should be included in the proposal.

II. BACKGROUND

Since 1982, the Department of Social Services has been working with the statewide domestic violence coalition and local domestic violence programs to promote effective and supportive services to victims of domestic violence in communities across the Commonwealth. Funds provided to domestic violence programs are intended to meet the individual needs of their community.

Funds to be distributed through grants in FY 2007 will come from four funding sources:

- VFVPP: The Virginia Family Violence Prevention Program (CFDA 93.667) is a funding source appropriated by the Virginia General assembly for the provision of domestic violence services. The current funding level is \$1,435,000.
- FVPSA: The Family Violence Prevention and Services Act (CFDA 93.671) is a federal funding source. Funds are awarded to Virginia for the provision of

shelter and services for victims of domestic violence. The current funding available for award is \$1,907,778.

- VOCA: The Victims of Crime Act (CFDA 16.575) is a federal funding source. Funds are awarded to Virginia for the provision of services for victims of domestic violence. The current funding available for award is \$2,084,665.
- TANF: Temporary Assistance to Needy Families (CFDA 93558) is a federal funding source intended to assist low-income families achieve self-sufficiency. The current funding level is \$1,187,500.

* (Note that any increase or decrease from FY 2006 funding levels has not been announced. **Proposals from existing programs should reflect no more than a 3% increase over their current funding level.**)

All contracts awarded in FY 2005 were renewed for FY 2006. During FY 2005, all local domestic violence programs had the opportunity to participate in the development of statewide outcome measures. The statewide domestic violence database, VAdata, was modified to produce a report on the new statewide outcomes. All outcomes support VDSS's goal of "Enhancing the independence, well-being, and personal responsibility of our customers." The specific language of the new outcome measures can be found in Section III, paragraph D.

Eligibility:

Eligible applicants are incorporated nonprofit organizations and local governments in Virginia providing comprehensive domestic violence services. For all non-profit organizations, Proof of IRS 501(c)3 designation is required at the time of application.

III. STATEMENT OF NEEDS

For fiscal year 2007, the Virginia Department of Social Services is merging all funding streams. As a result, offerors are required to propose services that address the full spectrum of services benefiting victims of domestic violence and their children including, but not limited to victim assistance, domestic violence prevention and services for low income families.

A. Priority will be given to programs offering:

1. A full array of crisis and core services to victims of domestic violence.
2. Services that address an unmet need in the community for victims of domestic violence.
3. A demonstrated high level of community collaboration
4. Currently funded domestic violence programs for the continuation of successful services.

B. Domestic Violence Program Requirements

The funds available for distribution have numerous obligations. Please note that all contractors must:

- Comply with all Federal and State Laws
- Collect statistical information on services provided and enter it into the Virginia Data Collection Project (VAdata)
- Budget only for costs and expenses necessary for the performance of the grant
- Charge no fees for victim services
- Display Civil Rights information
- Collaborate with interested parties
- Maintain time and attendance records for all funded staff
- Prohibit discrimination per Federal regulations
- Utilize volunteers
- Determine need and ensure that a minimum of 20% of clients are TANF eligible (below 200% of the Federal Poverty Level)
- Ensure that 20% of clients are families with children below age 18
- Maintain client/counselor confidentiality (Confidentiality Assurance to be signed)
- Provide match, cash or in-kind: 20% for established programs, 35% for new programs.
- Provide VDSS with total funding for program by source (Attachment B, page 3)
- Maintain the confidentiality of shelter location.

Additional requirements are listed in the terms & conditions, special terms & conditions and all Assurances listed in Attachment E.

C. Unallowable Costs and Services with these grant funds:

- Services to perpetrators
- Direct payments to victims
- Juvenile justice activities
- Fundraising
- Purchase of a vehicle
- Property loss insurance
- Liability insurance
- Relocation expenses
- Administrative staff expenses *
- Mortgage payments
- Conferences for victims
- Crime prevention **
- Inpatient treatment services
- Needs assessments, surveys, studies, development of protocols
- Contract services without prior permission
- Supplanting other federal, state, local funding
- Lobbying/administrative advocacy
- Research

* Admin expenses will be allowed only within the funding limits available, exclusive of VOCA Awards.

** Prevention activities are encouraged, but can be included only within the funding limits available, exclusive of VOCA funds.

D. Statewide outcome measures:

Through VAdata, the following measures will be collected. This information will be reported on a quarterly basis to the Department along with other program specific information. The intent of the outcomes is to measure the success of statewide funding. The Department recognizes that due to varying demands of each individual contractor, large discrepancies may occur between the statewide goal and the locally measured percentages.

1. Hotline Services—at least 70% of individuals making victim related (victim, family & friend) calls to the hotline are more informed about the dynamics of domestic violence and services available through domestic violence programs;
2. Shelter—at least 70% of survivors requesting shelter are protected from violence and abuse from the perpetrator by the arrangement for or provision of shelter;
3. Advocacy Services—at least 70% of DV survivors are able to identify their safety options through participation in the development of a safety plan; and
4. Community resources—at least 75% of DV survivors who call the hotline are given referrals to community resources to increase their capacity to acquire resources needed to live a violence-free life.

E. Local Outcome Measures

Offerors are encouraged to develop outcomes that are specific to their services. Every outcome must have a method of evaluation. If the statewide outcomes clearly meet the program needs, they may be used in the workplan and description of services.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Applicant agencies may submit only one proposal per agency in response to this RFP. The application is due by the date and time listed on the cover sheet.

Copies of this Request for Proposals, including the necessary forms and instructions may be downloaded from the state's procurement website, eVA at <http://www.eva.state.va.us>. In addition, copies may be obtained at the VDSS website. This may be accessed at <http://www.dss.virginia.gov>. Click on *Forms and Applications* and then click on *Grant Opportunities*. Select the *Domestic Violence Services and Prevention RFP* Number SVC-06-058.

If you have additional questions regarding the grant application, please contact:

Lenora Jones Elliott, Domestic Violence Program Specialist

Telephone: 804.726.7510

Email: lenora.joneseelliott@dss.virginia.gov

Or

Julia Fuller-Wilson, Domestic Violence Program Specialist

Telephone: 804.726.7550

Email: julia.fullerwilson@dss.virginia.gov

Or

Nancy Fowler, Program Manager

Telephone: 804.726.7502

Email: nancy.fowler@dss.virginia.gov

Office of Family Violence

Division of Family Services

Virginia Department of Social Services

7 North 8th Street, 4th Floor

Richmond, VA 23219-3301

A. GENERAL INSTRUCTIONS

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the Virginia Department of Social Services (the Department). No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by VDSS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals should be written in a manner that does not presume a high knowledge of domestic violence on the part of the reviewers.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents which cross-references the RFP requirements. No other attachments should be submitted.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Proposals must be typed, double spaced on 8 ½ x 11 paper using type no smaller than size 12. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. **The use of paperclips, staples or rubber bands does not meet this requirement.**
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to VDSS. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Virginia Department of Social Services will schedule the

time and location of these presentations. Oral presentations are an option of VDSS and may or may not be conducted.

B. **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that the Department and a review committee may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal, in the order listed:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. RFP Checklist / Table of Contents (Attachment G)
3. Agency Information Sheet (Attachment A)
4. Additional Agency Information forms (Attachment B)
5. VAdata report: Run and attach the report titled DVP-VDSS Report for Quarterly Stats. Run the report for the period January 1, 2005 to December 31, 2005. (Established programs only)
6. Project Narrative – The Narrative shall follow the following format

Introduction: (not to exceed 1 page)

Please outline your agency by describing the following:

- History
- Philosophy
- Mission
- Goals

Problem Statement: (not to exceed 5 pages)

Please respond to the following:

- Describe the situation to be addressed
- Relate this to the purpose and goals of the agency
- Express a reasonable dimension of the services to be provided – don't try to solve all of the problems of your community
- Support your needs with statistical evidence
- State the needs in terms of the needs and problems of victims, not the applicant agency's.
- Describe the input from clients or other stakeholders

Program Objectives: (3 pages)

Describe the outcomes of the program in measurable terms. Keep in mind the following:

- Identify at least one objective for each problem or need committed to in the problem statement.

- Objectives are outcomes
- Objectives are not methods
- Attached Work Plans will detail this section

Activities: (4 pages)

Describe the activities to be conducted to achieve the desired objectives.

This section should:

- Flow naturally from problems to objectives to activities
- State the reasons for the selection of activities
- Describe the sequence of activities
- Present a reasonable scope of activities that can be conducted within the time and resources of the program
- Include staff development and training.
- Attached Work Plans will detail this section

Evaluation: (2 pages)

Present a plan for determining the degree to which objectives are met:

- Present a plan for evaluating accomplishment of objectives
- Present a plan for evaluating and modifying methods over the course of the program
- State the criteria for success
- Describe what data will be collected
- Describe how data will be collected
- Describe how data will be analyzed

Uncertified Programs only: (1 page)

- When did agency last apply for certification
- Has the agency been certified in the past and if so, when
- What steps are currently being taken to achieve certification status

Other funding: (1 page)

Please describe your agency's current and future activities to finance expanded services and complementary programs.

7. Work Plans (Attachment C.1). Complete the Activities/Outcomes Work Plan forms to describe the project methodology. Duplicate Attachment C as needed. Instructions for completing the work plans are listed with the attachment.
8. Budget (Attachment D.1). Complete pages 1 – 5 of the Itemized Budget Sheet with a description of all proposed expenditures. Detailed instructions for the Budget are listed with the attachment.
9. Budget Narrative. This document will justify the proposed expenditure by explaining the need for it. Instructions for the Budget Narrative are with the Budget instructions. (Attachment D)

10. Additional Attachments

- a. Cooperative Agreements that demonstrate collaboration with other agencies in your community. Please include only copies of the Cooperative Agreements that specifically address the components of this project. A listing of other agreements, the partners and the effective dates may be added to demonstrate overall community collaboration
- b. Organizational chart that clearly shows all positions funded through this RFP
- c. Job Descriptions for each positions responsible for project implementation
- d. Confidentiality policy – Indicate if this policy meets the requirements indicated in Attachment EX, page X4
- e. Authorization to Receive Automated Data (Attachment E 1)
- f. Certification to Receive Electronic Reimbursement (Attachment E 2)
- g. No Fee Assurance (Attachment E 3)
- h. Confidentiality Assurance (Attachment E 4)
- i. Agreement with Terms and Conditions (Attachment E 5)
- j. Certification Regarding Lobbying ... (Attachment E 6-7)
- k. Certification Regarding Assurances for Non-Construction Programs (Attachment E 8-9)
- l. Quarterly progress reports from the 1st and 2nd quarters of FY 2006 (Established programs only)
- m. Copy of most recent audit
- n. W-9 Form (Attachment F)
- o. Certificate of Incorporation from the State Corporation Commission (non-profit applicants only)
- p. 501 (C)3 Certification from the IRS (non-profit applicants only)
- q. List of Current members of the Board of Directors (non-profit applicants only)
- r. One complete copy of the RFP must be returned with the only the original proposal. The RFP consists of pages 1-24 without the attachments or appendixes.

V. EVALUATION AND AWARD CRITERIA

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by the VDSS Office of Family Violence and multidisciplinary committee of individuals who have expertise in areas such as domestic violence, family violence, contracts management, program development, non-profit management and other related fields of experience. The review committee will make programmatic and budgetary recommendations for contract awards. The recommendations for funding will be submitted to the Commissioner of the Virginia Department of Social Services or his designee.

To be considered for funding, proposals must meet the stated objectives, general and specific requirements as outlined and published in this RFP. Proposals will be evaluated using the following criteria:

1. Content (15 points)

- a. Concise and Complete
- b. Realistic in Scope
- c. Reflects “best or promising practices”
- d. Reflects congruence among all application components
- e. Demonstrates planning in all aspects
- f. Table of contents is included and accurate

2. Description of Applicant Agency (20 points)

- a. Applicant agency mission addresses provision of services to survivors of domestic violence
- b. Demonstrates community collaboration through cooperative agreements and description of services
- c. Past 2 VDSS quarterly reports show progress toward FY 2006 outcome measures
- d. Applicant is a Certified Domestic Violence Program

3. Description of Proposed Project (30 points)

- a. Proposed services are directly provided to domestic violence survivors
- b. Proposed services reflect the stated priority areas
- c. Staffing and services are clear
- d. Proposal gives a clear definition of the population to be served and the need for services
- e. Work Plans are complete, concise and reflect the same work as the narrative

4. Budget (20 points)

- a. All costs are reasonable and support the proposed activities, outputs and outcomes
- b. Budget forms are accurate and complete Sources of in-kind match are correctly calculated and meet funding requirements
- c. Applicant agency, through administrative structure and past performance, demonstrates the ability to maintain required records and fiscal accountability.
- d. Budget Narrative fully explains the proposed costs

5. Other (15 points)

- a. Project evaluation
- b. Future funding
- c. Plans for future certification are clearly stated and attainable (currently un-certified programs only).
- d. Number of priority areas met

- B. AWARD OF CONTRACT: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, VDSS shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY REQUIREMENTS

A. PROGRESS REPORTS:

1. Quarterly Progress Reports: The Contractor shall submit a report on the progress toward the outcomes identified in the proposal. Reports will contain Program Activities and Issues, a VAdat statistical report, a Case Study and a Trend Analysis. The form is included herein (Attachment H).
2. Final Report: The Contractor shall submit a final report that will address the overall achievements of the year, as well as the progress toward the outcomes identified in the proposal. A fiscal year VAdat report shall be included. The form is included herein (Attachment I).

VII. PREPROPOSAL CONFERENCE

OPTIONAL PREPROPOSAL CONFERENCE: An optional preproposal conference will be held on March 13, 2006 at 12:30-2:30pm at 1604 Santa Rosa Road, 2nd Floor in the Powhatan Room, Richmond, VA. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. GENERAL TERMS AND CONDITIONS

- A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at <http://www.dgs.state.va.us/dps> under "Manuals."
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs : Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause

for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

- J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the contract. All invoices shall show the state contract number and the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment

obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit

may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- R. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful

manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

IX. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

The applicant further agrees to comply with the organizational audit requirements of OMB Circular A-128, "Audits of State and Local Governments" or the Single Audit Act and OMB Circular A-133. A Contractor who exceeds \$500,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133.

A copy of all audits must be forwarded to VDSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the grant award as stated on the Statement of Grant Award/Acceptance, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

- B. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty,

upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- D. CONFIDENTIALITY:** Any information obtained by the contractor concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and federal law.
- E. CONTRACTOR AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Purchasing Agency. The Contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.
- F. CONTRACTOR PERFORMANCE:** VDSS may monitor and evaluate the applicant's performance under the contract through analysis of required reports, expenditure statements, site visits, peer reviews, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the applicant's services or operations, audit reports, and other mechanisms deemed appropriate by VDSS. Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future contract awards and negotiations.
- G. OBLIGATION OF APPLICANT AGENCY:** By submitting a proposal, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- H. OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared VDSS pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the grantee in the performance of its obligations under this grant shall be the exclusive property of the VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this contract. The contractor shall not use, willingly allow or cause to have such materials used

for any purpose other than performance of the contractor's obligations under this grant without the prior written consent of the VDSS. Any materials produced under this contract must bear a statement that the project was supported by the VDSS and identify the title of the funding source.

- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- J. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for up to 2 successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDSS. In the event that the grantee desires to subcontract some part of the work specified herein, the grantee shall furnish the VDSS the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. **SMOKE FREE ENVIRONMENT:** By submitting their proposals, offerors certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or granted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- M. **SUPPLANTATION OF FUNDS:** The applicant assures that funds made available under this grant will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for domestic violence services and prevention activities.

- N. VOCA COMPLIANCE:** The contractor will comply with all applicable provisions of the federal Victims of Crime Act (VOCA) of 1984, as amended, (see 42 USC 10601, et.seq.) the Program Guidelines (see Appendix II) and the requirements of the OJP Financial Guide, effective edition.
- O. POLITICAL ACTIVITY:** The restrictions of the Hatch Act, Pub. L. 93-433, 5 USC Chapter III, (as amended), concerning the political activity of government employees are applicable to applicant staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.
- P. DISCRIMINATION PROHIBITED:** No person shall, on the grounds of race, religion, color, national origin, sex, or handicap be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under or denied employment in connection with, grants awarded pursuant to the Justice Assistance Act of 1984, and the implementing regulations 28 CFR Part 42, Subparts C, D, E, and G, or any project, program, activity, or sub grant supported or benefiting from the grant. The applicant must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and its implementing regulations 28 CFR 41.101 et. seq. The applicant must further comply with Section 504 of the Rehabilitation Act of 1973, as amended, and its implementing regulations; the Age Discrimination Act of 1973, as amended, and its implementing regulations and Title IX of the Education Amendments of 1972; Title 11 of the Americans with Disabilities Act (ADA)(1990); (42 USC. 12131-12134 & 28 CFR 35)

X. METHOD OF PAYMENT

COMPENSATION: to the grantee for delivered services shall be as follows:

- A. The contractor shall be paid on a cost reimbursable basis.
- B. Actual expenditures shall be invoiced pursuant to approved line item budget categories as submitted in Attachment D.1.
- C. No amendments to the approved budget may be made without the prior written approval of the Department of Social Services. No more than **two** budget amendments will be permitted during the grant period. No budget amendment will be approved within 60 days of the end of the grant year. Budget amendments must be requested using the Budget Amendment Request form accompanied by a narrative.
- D. The invoice period may be monthly **or** quarterly. The contractor shall invoice the purchasing agency each month or quarter on forms supplied by the purchasing agency and shall submit an invoice and financial report showing no services delivered if that is the case in any invoice period. The purchasing agency shall not be obligated to pay for services when the contractor fails to submit invoices and financial reports for such services within thirty (30) calendar days after the close of

the **of the specified invoice period** in which services were delivered. Invoices and financial reports which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the invoice. If errors are found in the invoice or financial report, the 30 days will be from the date errors are corrected.

- E. Fourth quarter, or final invoices shall be submitted in the following manner: One invoice must be received for the months of April and May only. This invoice must be received by the Virginia Department of Social Services no later than June 6. *(Applicable to contractors invoicing on a quarterly basis)* An invoice for June expenditures shall be submitted separately no later than July 10. *(Applicable to all contractors)*
- F. If the contractor fails to correctly provide any services and/or reports as specified in the terms and conditions of the grant, and in the time period specified, the purchasing agency may withhold payment of an invoice until said services and/or reports are provided. All services provided by the contractor pursuant to this grant shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The contractor shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.
- G. Reimbursement shall be made electronically, using the Virginia Department of Account's Remittance Electronic Data Interchange (EDI).
- H. The contractor shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. The Virginia Department of Social Services will monitor expenditures.

XI. ATTACHMENTS

- A. Domestic Violence Program Information
- B. Additional Program Information
- C. Instructions for Completing Work Plan Form
- C.1 Work Plan Form
- D. Instruction for Completing Budget Forms
- D.1 Budget Forms
- E. Authorizations/Certifications/Assurances
- F. Application Checklist/ Table of Contents
- G. Quarterly Progress Report
- H. Final Progress Report

XII. APPENDIXES

- I. Definitions
- II. VOCA Guidelines

III. Directions to Pre-Application Workshop & Registration Form

Domestic Violence Prevention & Services Grant

Department of Social Services

Request for Proposals Number SVC-06-058

Grant Program:	Domestic Violence Prevention & Services Program		
Applicant:			
Mailing Address:			
Applicant Federal ID Number:			
Program Title:			
Grant Period:	July 1, 2006 – June 30, 2007		
Application Type:	<input type="checkbox"/> New; OR , <input type="checkbox"/> Established; and , <input type="checkbox"/> Check this block only if the applicant is a DV Program that is certified (full or provisional) by Virginia Sexual and Domestic Violence Action Alliance		
	Project Director	Project Administrator	Finance Officer
Name:			
Title:			
Address			
Phone:			
Fax:			
Email:			
Budget Request:	Total Requested from VDSS	Match (20% or 35%)	Total Project Budget
<input type="checkbox"/> Check this box if the program will be invoicing on a Quarterly basis			
<input type="checkbox"/> Check this box if the program will be invoicing on a Monthly basis			

Signature of Project Administrator

Date:

ADDITIONAL PROGRAM INFORMATION

1) Applicant Type _____ Nonprofit _____ Local Government

2) Does the applicant provide residential DV shelter directly?

_____ Yes

_____ # of Beds

If yes, indicate the number of beds, as approved by the local building official, available to DV victims and their children that are available for the full grant year (July 1, 2006 – June 30, 2007).

_____ No

If no, how is emergency shelter provided to those in imminent danger?

Please make any comments appropriate regarding question #2:

3) **Please run a DVP - VDSS VAdat report (identified as the VDSS Report for quarterly stats) for January 1, 2005 – December 31, 2005 and attach it following this page.**

4) Check below the services provided by your program. Indicate which of these services will be provided through this funding.

Provided	Funded with VDSS Funds		Statistics for calendar year 2005	
		24 Hour Crisis Hotline Service		# of calls
		Shelter (Residential)		# of people/nights
		Shelter (Arranged)		# of people/nights
		Crisis Counseling/Safety Planning		
		Supportive Counseling		
		Survivor Support Groups		# groups
		Information and Referral		
		Emergency Transportation		
		Coordination of Services		
		Legal Advocacy		# served
		Court Accompaniment		# served
		Children's Services		# served
		Children's Support Groups		# of groups
		Volunteer Program		# of active volunteers
		Systems Advocacy		
		Community Education & Public Awareness		# of presentations
		Other		

List any other services in the space above

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

ADDITIONAL PROGRAM INFORMATION

5) # of Full Time Staff: _____ # of Volunteers: _____

of Part Time Staff: _____ # of volunteer hour used per week: _____

6) Does your agency serve other populations in addition to serving victims of domestic violence and their children, i.e. homeless adults / children, substance abusers, people with disabilities?	__ Yes, __ No
---	---------------

If responding yes to question 6, please provide a brief description of the population served:

7) Is your agency a joint domestic violence / sexual assault program?	Yes, No
---	---------

8) Please list the localities served by your agency and the funding received from each for FY 2006:

[illegible]

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

Total Domestic Violence Program Budget			
SOURCE	2004-05 (ACTUAL)	2005-06 (PROJECTED)	COMMENTS
From: Virginia Department of Social Services:			
VOCA			
FVPSA			
VFVPP			
TANF			
From: Virginia Department of Criminal Justice Services:			
Sexual Assault Program Grant			
Grants to Encourage Arrest Policies and Enforcement of Protective Orders			
Victim/Witness Program			
Domestic Violence Victim Fund			
From: Department of Health:			
Rape Prevention and Education Grant			
From: Va. Dept. of Housing and Community Development (DHCD)			
SHARE Shelter Support Grant			
SHARE Federal Shelter Grant			
Child Services Coordinator Grant			
Child Care for Homeless Children Grant			
Other Funding:			
United Way / Specify:			
Other Revenues / Specify			
Total Revenue	\$	\$	

INSTRUCTIONS FOR COMPLETING WORK PLAN FORM

Performance Measurement is a system for measuring the **results** of public programs.

Why Performance Measurement?

No longer are legislators and funders satisfied with allocating dollars and getting back reports of numbers served and program activities. Performance measurement enables legislators, funding sources, and communities to know what impact the dollars have had i.e. ***what effect or change has resulted from dollars invested and how a person's life or community has been changed.***

Performance measurement starts with "the end in mind" e.g. what do you want to occur as a result of your service?

Performance measurement consists of:

High level outcomes: Desired results in social health or well-being. High level outcomes reflect the longer-term, global effects the program is intended to achieve. e.g. To reduce child abuse and neglect.

Activities: List the key activities/initiatives proposed to achieve the goal(s) and objective(s) of the grant program.

Staff Responsible: Indicate the staff or organizations responsible for carrying out each activity/initiative.

Output: An output is a process measure which describes the conditions under which measurements will be made. This may refer to the timeframe and/or implementation of an activity/initiative, frequency, number of participants, etc. Process measures are *activity focused and contribute to interim outcomes. They do not reflect qualitative outcomes.* E.g. the number of victims participating in support groups or the number of community presentations.

Outcomes: Interim improvements in participant's or community progress towards a high level outcome. Interim outcomes reflect a more immediate or direct effects a program is intended to achieve. Outcomes typically address changes in participant performance/behavior that occur as a result of specific activities. They may include, but are not limited to a change or benefit in behavior, knowledge, skills, attitude, values, or condition.

Outcome Measures: Documents the condition of clients after a service has been provided e.g. increased skills, modified behavior, improved condition. Outcome measures address *qualitative outcomes.*

Outcome measures can include research based instruments with demonstrated reliability and validity, statistics, interviews, observations, rating scales, surveys, focus groups, records, goal attainment, etc.

Performance measurement enables program directors and communities to measure program effectiveness and *demonstrate both quantitative and qualitative* results that contribute to a higher level social outcome.

The offerer may use the statewide measures or may develop measures that are more specific to the needs of their program.

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

Example:

Strategy	Agency "x" will provide parenting classes for parents known to CPS
↓	
Staff Responsible	John Doe
↓	
Output	6 weeks, 2 hour sessions for 10-12 participants, during the period of 6/01/06 – 7/15/07
↓	
Interim Outcome	Parents will use redirection, positive reinforcement & praise to promote desired behavior
↓	
Outcome Measure	80% of parents completing course will use redirection, praise and positive reinforcement as measured by "x" instrument.

Work Plan

FROM ____/____/____ TO ____/____/____ CONTRACTOR NAME _____ CONTRACT # _____

HIGH LEVEL OUTCOME:

ACTIVITIES <i>What the service/initiative does.</i>	STAFF RESPONSIBLE	OUTPUT <i>What program produces. Service frequency, participant numbers, begin/end dates.</i>	INTERIM OUTCOMES FOR CHILD, FAMILY OR COMMUNITY <i>Qualitative results from activity. What difference will the service make?</i>	EVALUATION * <i>Qualitative & Quantitative Outcome Measures</i>

* Outcome measures can include surveys, interviews, rating scales, records, case plan goal attainment, observations, statistics, etc.

BUDGET INSTRUCTIONS

Budget Forms:

There are two versions of the Budget Forms. The version in this RFP is a Word Document. The instructions below correspond to the Word Document. Also available as a separate attachment is an Excel Spreadsheet. You are encouraged to use the Excel Spreadsheet. If you use the Word document, you must ensure that your numbers add up correctly and match the totals on the Budget Summary.

Word Document:

Page 1 – Budget Summary: Complete pages 2 through 5 first, then fill in the subtotal amounts in the corresponding rows in the column labeled “Requested from VDSS”. Fill in the Match amounts from page 6 into the column labeled “Total Match Amount”. Add the columns together to calculate the “Total Project Budget”.

Page 2- Itemized Budget for Salaries: This form details what staff will be funded through this grant and their job responsibilities as they relate to administration and prevention efforts.

Grant Period: Please indicate the length of the grant that you are applying for. For example, if the grant begins in July 2006 and only lasts one year, the grant period would be July1, 2006 to June 30, 2007.

Grantee Name: Specify the name of your program.

Staff Positions: In this column, list all staff positions, to be financed with awarded grant funds. Examples of staff positions would be Shelter Manager or Court Advocate.

Hours Per Week: Indicate the total number of hours per week each position will work. This includes time that will not be funded by VDSS. For example, if the Shelter Manager is full-time but will only be funded by VDSS for 20 hours a week, the total hours per week for this position would be 40.

% of Time on Project: Calculate the percentage of time that will be spent by each staff position performing the duties and services applicable to this project. For example, if a full-time domestic violence advocate devotes one half of the work week to the VDSS project, then the % of time on the project is 50%.

% of time on Administrative Functions: Of the time on the project indicate the % of time this position will spend performing administrative responsibilities.

% of Time on Prevention Planning and Activities: Of the of time on the project indicate the % of time this position will spend planning, preparing, and performing prevention efforts.

Annual Salary: Specify the total gross yearly salary for each staff position.

Amount Requested from VDSS: This amount requires a calculation of the Annual Salary multiplied by the % of time on the project. For example, a staff person making \$20,000 and working 60% of their time on the VDSS funded project would be eligible to receive \$12,000.

Total Salaries Requested from VDSS: The sum of the amounts requested for each staff position.

Page 3- Itemized Budget for Employee Benefits: This sheet details the benefits offered to employees of your program.

Staff Position Number: Identify which staff positions you are requesting funding for the employee benefits in the first column (from pg. 2 of Itemized Budget).

% or Rate: Indicate the rate or other bases for determining the cost which your program will pay

Annual Cost: Enter the cost for all staff positions listed.

Amount Requested from VDSS: VDSS will pay a pro-rated amount based on the % of time on the project for each position.

Total Annual Cost: Sum of the amounts listed per staff.

Total Amount Requested from VDSS: Sum of the amounts listed per staff.

Pages 4 & 5- Itemized Budget- Other Proposed Expenses

Description of Proposed Expenditures: For each line item describe how DSS funds will be used in that category to support project related activities. Be sure to include any rates or formulas needed to calculate projected costs.

Example: Printing 500 copies of a new brochure. The cost per item is .39.
The cost of 500 (brochures) x .39 (each copy) = \$195.00.

Proposed DSS Funds: Each section is divided into a category header (bold) and sub categories. Each **bold** line item category should contain the sum of the sub categories. Indicate the amount needed for each sub category.

Example: **Rent & Utilities** = 4,000.00

Rent = 3,000.00

Utilities = 500.00

Phone = 500.00

Subtotal For This Page: Sum of the amounts indicated for each category listed on this page.

Total Amount Requested from DSS: Sum of the subtotals from pages 2 - 5.

Page 6 – Match: This sheet lists the Matching funds to support the project. A 20% cash or in-kind match from non-federal sources is required from all existing programs. A 35% match is required of new programs.

Match funds for this grant cannot be used as match for any other funding source.

A 20 % match can be calculated by dividing the amount of the request by .80 and subtracting the amount requested from the figure obtained. For example, a budget request of \$100,000 would be divided by .80, which equals \$125,000. Then subtract \$100,000 from \$125,000. The difference of \$25,000 is the 20% match.

Budget Narrative:

A Budget Narrative must accompany your Budget Forms. The Narrative shall follow the line items of the Budget Forms. This is a separate document from the Budget Forms.

For each line item requested, please provide a complete explanation and justification of the proposed expense. For example, if you are requesting Printing costs, justify the request by explaining what will be printed, to whom it will be distributed, in what quantity, and the per piece cost. Be as specific as you can be.

Assume that the grant review committee is unfamiliar with domestic violence programs. Give them as much information as possible about what you will be doing with the funds requested. Unjustified expenses may not be funded.

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BUDGET SUMMARY - DSS FUNDS AND MATCH FUNDS			
GRANT PERIOD: FROM / / TO / / GRANTEE NAME: _____			
BUDGET CATEGORY	TOTAL DSS REQUEST	TOTAL MATCH AMOUNT	TOTAL PROJECT BUDGET
SALARIES		-	-
EMP. BENEFITS		-	-
POSTAGE		-	-
RENT & UTILITIES		-	-
EQUIPMENT		-	-
PRINTING		-	-
CONSUMABLE SUPPLIES		-	-
TRAVEL		-	-
OTHER (Total)		-	-
		-	-
TOTAL REQUESTED FROM DSS		\$ -	\$ -
* Awarded funds cannot be used to supplant existing funds.			

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

ITEMIZED BUDGET - SALARIES AND EMPLOYEE BENEFITS

GRANT PERIOD: FROM ____ / ____ / ____ TO ____ / ____ / ____ GRANTEE NAME: _____

SALARIES	Hours Per Week	% of Time on Project	% of Time on Administrative Functions	% of Time on Prevention Planning and Activities	Annual Salary	Amount Requested from VDSS
STAFF POSITION						
1		0%		-	-	
2		0%		-	-	
3		0%		-	-	-
4		0%		-	-	-
5		0%		-	-	-
6						
7						
8						
9						
10						
TOTAL SALARIES Requested from VDSS					\$	\$

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

Employee Benefits				
Employee Benefits	Staff Position #	% or Rate	Annual Cost	TOTAL BENEFITS Requested from VDSS
FICA				-
PENSION/RETIREMENT				-
HEALTH INSURANCE				-
WORKER'S COMPENSATION				
UNEMPLOYMENT				
OTHER (SPECIFY)				
TOTAL BENEFITS Requested from VDSS				\$ -

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

ITEMIZED BUDGET - OTHER PROPOSED EXPENSES		
GRANT PERIOD: FROM / / TO / / GRANTEE NAME: _____		
LINE ITEM	DESCRIPTION OF PROPOSED EXPENDITURES (include rate or formula)	PROPOSED DSS FUNDS
POSTAGE		0
Administrative		
Program		
RENT & UTILITIES		0
Rent		
Utilities		
Telephone		
EQUIPMENT		0
Equipment Purchase		
Equipment Rental		
PRINTING		0
Administrative		
Program		
CONSUMABLE SUPPLIES		0
Office		
Program		
Subtotal For This Page		\$ -

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

ITEMIZED BUDGET - OTHER PROPOSED EXPENSES		
GRANT PERIOD: FROM ____ / ____ / ____ TO ____ / ____ / ____ GRANTEE NAME: _____		
LINE ITEM	DESCRIPTION OF PROPOSED EXPENDITURES (include rate or formula)	PROPOSED DSS FUNDS
TRAVEL		0
Administrative		
Program		
OTHER TOTAL (Should match		0
Insurance		
Professional Fees		
Client Fund		
Other (specify)		
Other (specify)		
Other (specify)		
Other (specify)		
Other (specify)		
Subtotal For This Page		
TOTAL AMOUNT REQUESTED FROM DSS: (Should match the total at the bottom of page 1)		\$ -

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

ITEMIZED BUDGET - MATCH DOCUMENTATION					
GRANT PERIOD: FROM ____ / ____ / ____ TO ____ / ____ / ____ GRANTEE NAME: _____					
BUDGET CATEGORY	BRIEF DESCRIPTION	SOURCE	CASH	IN-KIND VALUE	TOTAL MATCH
Salaries					
Employee Benefits					
Postage					
Rent and Utilities					
Equipment					
Printing					
Consumable Supplies					
Travel					
Other (Specify)					
Total Amount Supplied by Match					\$



AUTHORIZATION TO RECEIVE AUTOMATED DATA

_____ (Agency Name) gives permission for the Virginia Department of Social Services to receive aggregate statistical data entered into the statewide data collection system, VAdata, managed by the Virginia Sexual and Domestic Violence Action Alliance. This authorization begins at the beginning of the funding cycle, July 1, 2006 and ends June 30, 2007 or June 30, 2008 if the grant is renewed.

Authorized Signature

Date

Title



CERTIFICATION TO RECEIVE ELECTRONIC REIMBURSEMENT

This document constitutes certification that _____ (Agency Name) is registered with, or will apply for access to, the Virginia Department of Accounts, Remittance Electronic Data Interchange Virginia. Virginia Department of Social Services will use the REDI system for all reimbursements (<http://www.doa.virginia.gov>).

Checks will be not be made to the applicant agency.

Authorized Signature

Date

Title



NO FEE ASSURANCE

On behalf of _____ (Agency Name), I
certify that fees are not charged for services to victims of domestic violence.

Authorized Signature

Date

Title



CONFIDENTIALITY

On behalf of _____ (Agency Name),
I certify that confidentiality policies are in place, or will be in place by July 1, 2006,
prohibiting the agency from 1) disclosing any personally identifying information or
individual information collected in connection with services requested, utilized, or
denied through our programs, and 2) revealing individual client information without
the informed, written, reasonably time-limited consent of the person.

I also acknowledge that this requirement prohibits _____
(Agency Name) from disclosing for the purposes of a Homeless Management
Information System personally identifying information about any client. Non-
personally identifying data in the aggregate regarding services to clients and non-
personally identifying demographic information may be shared in order to comply
with Federal, State or tribal reporting, evaluation, or data collection requirements.

Authorized Signature

Date

Title



Agreement with Terms and Conditions

I certify that _____ (Agency Name)
will comply with all Terms and Conditions listed herein and will comply with the
provisions of the Victims of Crime Act of 1984, 42, U. S. C. 10601, et. seq., as
amended, and all other federal and state laws and guidelines that apply to this
award.

Authorized Signature

Date

Title

Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 35 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

U.S. DOE-ID/PSD (3/97)

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

-
- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
 - e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).
- (2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, zip code)

☐ Check if there are workplaces on file that are not identified here.

When notice is made to such a central point, it shall include the identification number(s) of each affected grant.
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME of APPLICANT

GRANT NUMBER

PRINTED NAME and TITLE of AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Previous Edition Usable
Standard Form 424B (Rev. 7-97)
Authorized for Local Reproduction
Prescribed by OMB Circular A-102

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition

Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401

et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

APPLICANT ORGANIZATION

DATE SUBMITTED

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER(S) AND CERTIFICATE

Each person or organization doing business with the Commonwealth of Virginia must provide the follow information.

Please return this form in the enclosed envelope.

ORGANIZATION ENTITY:

Please provide reportable name where applicable.

Original Submission

Additional Addresses (See Back of Form)

Address correction

Check Only One:

<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation
<input type="checkbox"/> Partnership	<input type="checkbox"/> Government	<input type="checkbox"/> Trust
<input type="checkbox"/> Estate	<input type="checkbox"/> Other (Please Describe) _____	

Social Security Number _____ and/or Employer Identification Number _____

ENTER THE FOLLOWING:

Legal Name _____
(Must match the Social Security Number, if applicable)

Trade Name _____
(Must match the Employer Identification Number, if applicable)

Payment Address _____ IRS 1099 Form _____
Mailing Address _____

Dun's # _____ Dun's # _____

Contact Person _____ Telephone Number (_____) _____

Please respond to the following: (See back of form for definitions.)

Are you a United States Citizen?	Yes _____	No _____
Is your organization tax exempt?	Yes _____	No _____
Are you a Real Estate Agent?	Yes _____	No _____
Are you a Minority owned business?	Yes _____	No _____
Are you a Woman owned business?	Yes _____	No _____
Are you a Small business?	Yes _____	No _____
Are you a Faith Based Organization?	Yes _____	No _____ (See Back)

If you are a Minority owned business, please indicate the type of Minority.

☐ African American ☐ Hispanic American ☐ Native American
☐ Asian-Pacific American ☐ Subcontinent-Asian American ☐ Other Minority

Are you registered with the Dept. of Minority Business Enterprise? If yes, enter your certificate No. _____.

Government Agencies, please respond to the following:

Are you Federal _____, State _____ or Local _____? (Please check one.)

If you are considered Local, what is your FIPS code ? _____

Certification: Under penalties of perjury, I certify that:

- (1) The number (s) shown on this form is my correct taxpayer identification number (s) (or I am waiting for a number to be issued to me).
 - (2) The organization entity and all other information provided is accurate.
 - (3) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding because of a failure to report all interest or dividends or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
 - (4) I am a U.S. person (including a U.S. resident alien).
- (You must cross out item (3) above if you been notified by the IRS that you are currently subject to backup withholding because of under-reporting interest or dividends on your tax return.)

Signature _____ Date _____

Additional Address

If you have more than one shipping address and/or Purchase Order Address please list these addresses on a separate sheet of paper and attach it to your W-9 form. Identify each type of address as shipping or Purchase Order address. Please include your Dun's number for each site. If you don't have a Duns number you may obtain one by calling 1-888-814-1435

Definitions:

- **Small Business** means a corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, and has fewer than 100 employees or less than \$1,000,000 in annual gross receipts.
- **Women-owned business** means a business concern that is at least 51 percent owned by a non-ethnic woman or women (a minority woman is considered as a minority) who are U.S. citizens and who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management of the business. "Ownership" in this context includes stock ownership. **(Please note that when reporting results, a business that is owned and operated by a minority woman will be reported as a minority-owned business and a business that is owned and operated by a non-minority woman will be reported as a woman-owned business.)**
- **Minority-owned business** means any business concern that is at least 51 percent owned by a minority individual or individuals (who are U.S. citizens) who also control and operate it. "Control," "Operate," and "Ownership" have the same meanings mentioned above. "Minority" includes African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, and other minorities. "Native Americans" include American Indians, Eskimos, Aleuts and Native Hawaiians. "Asian-Pacific Americans" include U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia. "Subcontinent-Asian Americans" include U.S. Citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.
- **Faith Based Organizations:** If you consider yourself a Faith Based Organization, please indicate on the front of the form in response to the question "Are you a Faith Based Organization".
- Department of Minority Business Enterprise: If you have not registered with the Virginia Department of Business Enterprise, please do so at your earliest convenience. Additional information may be obtained at their web site, <http://www.dbme.state.va.us>

This form may also be downloaded by clicking on the following link:

http://www.localagency.dss.state.va.us/divisions/finance/files/finance/forms/Forms/W9_Report_for_Taxpayer_ID_Numbers_and_Certificate.pdf

Application Checklist/ Table of Contents

Description	Page Number(s)	Included	Not Included
Cover Sheet		<input type="checkbox"/>	<input type="checkbox"/>
Application Checklist / Table of Contents (This page)		<input type="checkbox"/>	<input type="checkbox"/>
Signed Domestic Violence Program Info Form		<input type="checkbox"/>	<input type="checkbox"/>
Additional Program Information Sheets		<input type="checkbox"/>	<input type="checkbox"/>
VAdata Report (Established Programs Only)		<input type="checkbox"/>	<input type="checkbox"/>
Project Narrative		<input type="checkbox"/>	<input type="checkbox"/>
Work Plans		<input type="checkbox"/>	<input type="checkbox"/>
Budget Forms (pages 1-6)		<input type="checkbox"/>	<input type="checkbox"/>
Budget Narrative		<input type="checkbox"/>	<input type="checkbox"/>
Cooperative Agreements		<input type="checkbox"/>	<input type="checkbox"/>
Organizational Chart		<input type="checkbox"/>	<input type="checkbox"/>
Job Descriptions		<input type="checkbox"/>	<input type="checkbox"/>
Confidentiality Policy		<input type="checkbox"/>	<input type="checkbox"/>
Signed Authorization to Receive Automated Data		<input type="checkbox"/>	<input type="checkbox"/>
Signed Certification to Receive Electronic Reimbursement		<input type="checkbox"/>	<input type="checkbox"/>
Signed No Fee Assurance		<input type="checkbox"/>	<input type="checkbox"/>
Signed Confidentiality Certification		<input type="checkbox"/>	<input type="checkbox"/>
Signed Agreement with Terms, Conditions and VOCA Provisions		<input type="checkbox"/>	<input type="checkbox"/>
Signed Certification Regarding Lobbying, Debarment, and Drug-Free Workplace		<input type="checkbox"/>	<input type="checkbox"/>
Signed Assurances, Non-Construction Programs		<input type="checkbox"/>	<input type="checkbox"/>
2 Quarterly Progress Reports, Narrative Section Only (Established Programs Only)		<input type="checkbox"/>	<input type="checkbox"/>
Copy of Most Recent Audit		<input type="checkbox"/>	<input type="checkbox"/>

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

Application Checklist/ Table of Contents, continued

Description	Page Number(s)	Included	Not Included
W-9 Form		<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Incorporation from the State Corporation Commission (non-profit applicants only)		<input type="checkbox"/>	<input type="checkbox"/>
501©3 Certification from the IRS (non-profit applicants only)		<input type="checkbox"/>	<input type="checkbox"/>
List of Current Board Members (non-profit applicants only)		<input type="checkbox"/>	<input type="checkbox"/>
One complete copy of the RFP Attached to Original Only		<input type="checkbox"/>	<input type="checkbox"/>

Quarterly Progress Report Domestic Violence Funding, FY 2007

Sub-grantee Name:		Sub-grant Number:		
Project Administrator' Name:		Date of Report:		
E-mail:		Telephone:		
Report Period Ending:	9/30 <input type="checkbox"/>	12/31 <input type="checkbox"/>	3/31 <input type="checkbox"/>	6/30 <input type="checkbox"/>
Report Due Date:	10/30	1/31	4/30	7/30
Person Completing Report:		Telephone:	E-Mail:	

This progress report is required as part of the program reporting requirements of the Virginia Department of Social Services RFP SVC-06-058. The report must include:

Program Activities and Issues

Provide a narrative, describing the progress of your project during this reporting period.

- A.** Describe all activities relative to the achievement of your specific outcomes. Explain any changes in projected activities and work-plan time frames.
- B.** Identify activities not achieving the target and any roadblocks to success.

Quarterly Statistical Report

Run and attach one copy of the VAdat report entitled “**VDSS Report for Quarterly Stats**” for the appropriate report period. We encourage programs to make comments regarding the data provided, including analysis and recommendations for future reporting.

Quarterly Case Studies

Provide, on a separate page, two case studies, reflecting the service needs of a domestic violence survivor. Include several ways in which services funded through this grant assisted survivors. Be sure to include barriers and gaps in services. **Please do not include any personally identifying information regarding the survivors.**

Trends

Identify at least one emerging issue or notable trend impacting victim’s services in your community.

Mail an original and one copy of this report, and attachments, to the address below:

Virginia Department of Social Services
Office of Family Violence
7 North Eighth Street, 4th Floor
Richmond, Virginia 23219

Final Progress Report Domestic Violence Funding, FY 2007

Sub-grantee Name:	Sub-grant Number:
Project Administrator' Name:	Date of Report:
E-mail:	Telephone:
Report Due Date: 8/15/2007	
Person Completing Report:	Telephone: E-Mail:

This progress report is required as part of the program reporting requirements of the Virginia Department of Social Services RFP SVC-06-058. The report must include:

Program Evaluation

Provide a narrative, describing the year end status of your project. Integrate within the narrative an analysis of the evaluation data to support the project outcomes.

Final Statistical Report

Run and attach one copy of the VAdata report entitled "VDSS Report for Quarterly Stats" for the entire fiscal year (7/1/06 – 6/30/07).

Special Activities

Provide, on a separate page, notable activities conducted by your program to improve delivery of services to victims of domestic violence. You may include needs assessments, training efforts and any collaborative efforts.

Trends

Discuss the trends noted on your quarterly reports and identify the responses taken or planned by your program.

Mail an original and one copy of this report, and attachments, to the address below:

Virginia Department of Social Services
Office of Family Violence
7 North Eighth Street, 4th Floor
Richmond, Virginia 23219

APPENDIX I

DEFINITIONS

Administrative advocacy refers to any attempt to understand and intercede in the rulemaking process on the federal, state, or local level.

Administrative Work is non-direct services. Any time, work, or efforts directed at the overall needs of the program including, but not limited to staff supervision, bookkeeping, grant writing, data entry or research.

Certified Program* means a domestic violence crisis program which has received Full or Provisional Certification from the Certification Committee of Virginia Sexual and Domestic Violence Action Alliance, the Virginia statewide coalition of domestic violence programs. (* The Certification process is being revised. A new Accreditation process will replace certification within the next fiscal year.)

Domestic Violence Crisis and Core Services include but are not limited to:

24-Hour Crisis Telephone Service (Hotline): Telephone access to support and crisis counseling and information regarding the program's services to domestic violence survivors and their children on a twenty-four hour basis.

Children's Services: Services provided by the Domestic Violence Program that address the safety and immediate service needs of children of victims who are receiving services.

Coordination of Services: Work on behalf of victims of domestic violence assuring access to resources that will meet each victim's needs.

Crisis Counseling and Safety Planning: Counseling provided by trained volunteers/staff to assess the immediate needs of victims of domestic violence, assist with exploring options to create a course of action to maintain victim safety, and respond to the immediate crisis.

Emergency Transportation: Access to a mode of transportation for domestic violence victims and their children as they to leave a violent situation and gain access to a safe location.

Information and Referral: To disseminate information regarding community resources and referrals to victims of domestic violence and members of the public to educate and empower the service recipients.

Legal Advocacy: Work with and on behalf of victims of domestic violence who are using the legal system to meet their identified needs. Legal advocacy must support and empower victims as they explore their legal options

Shelter: Temporary emergency housing, including safe homes, motels and/or a shelter facility.

A **Residential Shelter** is a facility operated by the applicant agency to provide safe accommodations, available 24-hours a day, 7 days a week, for victims of domestic violence and their children who are in danger or in fear of further abuse..

Supportive Counseling: Counseling, support, and education provided by an individual trained in domestic violence counseling.

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

Volunteer Program: A system for recruiting, training, and utilizing volunteers in the domestic violence program.

Established Program means any program which **CURRENTLY RECEIVES** funding from the Virginia Department of Social Services through domestic violence contracts.

Finance Officer is the person who will be responsible for fiscal management of funds

New Program means any program **NOT CURRENTLY** funded by the Department of Social Services.

Personally Identifying Information any information that may be used to identify a particular victim. Such information includes name, date of birth, social security number, and address.

Prevention Work is any time work or effort done with the goal of domestic violence prevention. This work may include, but is not limited to, public awareness activities, school presentations, developing or distributing literature or participation on community collaboration teams.

Project All services, activities and efforts presented in this proposal and funded by VDSS.

Project Administrator is the person who has authority to formally commit the not-for-profit organization, locality, or state agency to complying with all the terms of the grant application including the provision of the required cash match. This **must** be the chief executive officer of the applicant organization, the highest elected officer of the locality, or, in the case of a state agency, the agency head. If someone other than one of these officials has been delegated the authority to sign, and signs the grant application, provide a copy of the letter, memorandum or other document by which the signing authority was delegated.

Project Director is the person who will have day-to-day responsibility for managing the project

Services to Underserved Populations means programs and protocols that make services available to domestic violence victims who are members of underserved populations. Populations may be underserved due to ethnic, racial, cultural, language diversity, or geographic isolation.

Virginia Department of Social Services is the issuing agency and the purchaser. Also referred to as VDSS or the Department.

VOCA Guidelines

Excerpts from federal Office for Victims of Crime
Final Program Guidelines, Victims of Crime Act
FFY1997 Victim Assistance Program”
Effective from October 1, 1996
(Published in The Federal Register of April 22, 1997)

DOMESTIC VIOLENCE PREVENTION & SERVICES GRANT

[Federal Register: April 22, 1997 (Volume 62, Number 77)]
[Notices]
[Page 19607-19621]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:fr22ap97-97]

DEPARTMENT OF JUSTICE

[OJP(OVC)-1113]
RIN 1121-ZA60

Victims of Crime Act Victim Assistance Grant Program

AGENCY: Office of Justice Programs, Office for Victims of Crime,
Justice.

ACTION: Final program guidelines.

B. Subrecipient Organization Eligibility Requirements

VOCA establishes eligibility criteria that must be met by all organizations that receive VOCA funds. These funds are to be awarded to subrecipients only for providing services to victims of crime through their staff. Each subrecipient organization shall meet the following requirements:

1. Public or Nonprofit Organization

To be eligible to receive VOCA funds, organizations must be operated by public or nonprofit organization, or a combination of such organizations, and provide services to crime victims.

2. Record of Effective Services

Demonstrate a record of providing effective services to crime victims. This includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources.

3. New Programs

Those programs that have not yet demonstrated a record of providing services may be eligible to receive VOCA funding, if they can demonstrate that 25-50 percent of their financial support comes from non-federal sources. It is important that organizations have a variety of funding sources besides federal funding in order to ensure their financial stability. States are responsible for establishing the base level of non-federal support required within the 25-50 percent range.

4. Program Match Requirements

The purpose of matching contributions is to increase the amount of resources available to the projects supported by grant funds. Matching contributions of 20% (cash or in-kind) of the total cost of each VOCA project (VOCA grant plus match) are required for each VOCA-funded project and must be derived from non-federal sources, except as provided in the OJP Financial Guide, effective edition (Part III. Post Award Requirements, Chapter 3. Matching or Cost Sharing). All funds designated as match are restricted to the same uses as the VOCA victim assistance funds and must be expended within the grant period. Match

must be provided on a project-by-project basis. Any deviation from this policy must be approved by OVC.

For the purposes of this program, in-kind match may include donations of expendable equipment, office supplies, workshop or classroom materials, work space, or the monetary value of time contributed by professionals and technical personnel and other skilled and unskilled labor, if the services they provide are an integral and necessary part of a funded project. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the subrecipient's organization. If the required skills are not found in the subrecipient's organization, the rate of compensation must be consistent with the labor market. In either case, fringe benefits may be included in the valuation. The value placed on loaned or donated equipment may not exceed its fair market value. The value of donated space may not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in privately-owned buildings in the same locality.

a. Record Keeping. VOCA recipients and their subrecipients must maintain records that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining the value of personal services, materials, equipment, and space must be documented. Volunteer services must be documented, and to the extent feasible, supported by the same methods used by the subrecipient for its own paid employees. The state has primary responsibility for subrecipient compliance with the requirements. State grantees are encouraged not to require excessive amounts of match.

b. Exceptions to the 20% Match. OVC sets a lower match requirement for:

(1) Native American Tribes/Organizations Located on Reservations. The match for new or existing VOCA subrecipients that are Native American tribes/organizations located on reservations is 5% (cash or in-kind) of the total VOCA project. For the purpose of this grant, a Native American tribe/organization is defined as any tribe, band, nation, or other organized group or community, which is recognized as eligible for the special programs and services provided by the U.S. to Native Americans because of their status as Native Americans. A reservation is defined as a tract of land set aside for use of, and occupancy by, Native Americans.

(2) The U.S. Virgin Islands, and all other territories and possessions of the U.S., except Puerto Rico, are not required to match VOCA funds. See 48 U.S.C. 1469a(d).

(3) OVC may waive the match requirement if extraordinary need is documented by State VOCA administrators.

5. Volunteers

Subrecipient organizations must use volunteers unless the state grantee determines there is a compelling reason to waive this requirement. A ``compelling reason'' may be a statutory or contractual provision concerning liability or confidentiality of counselor/victim information, which bars using volunteers for certain positions, or the inability to recruit and maintain volunteers after a sustained and aggressive effort.

6. Promote Community Efforts to Aid Crime Victims

Promote, within the community, coordinated public and private efforts to aid crime victims. Coordination may include, but is not limited to, serving on state, federal, local, or Native American task forces, commissions, working groups, coalitions, and/or multi-

disciplinary teams. Coordination efforts also include developing written agreements that contribute to better and more comprehensive services to crime victims. Coordination efforts qualify an organization to receive VOCA victim assistance funds, but are not activities that can be supported with VOCA funds.

7. Help Victims Apply for Compensation Benefits

Such assistance may include identifying and notifying crime victims of the availability of compensation, assisting them with application forms and procedures, obtaining necessary documentation, and/or checking on claim status.

8. Comply With Federal Rules Regulating Grants

Subrecipients must comply with the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide, effective edition, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: Financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit.

9. Maintain Civil Rights Information

Maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, within the timetable established by the state grantee; and permit reasonable access to its books, documents, papers, and records to determine whether the subrecipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

10. Comply With State Criteria

Subrecipients must abide by any additional eligibility or service criteria as established by the state grantee including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested by the grantee.

11. Services to Victims of Federal Crimes

Subrecipients must provide services to victims of federal crimes on the same basis as victims of state/local crimes.

12. No Charge to Victims for VOCA-Funded Services

Subrecipients must provide services to crime victims, at no charge, through the VOCA-funded project. Any deviation from this provision requires prior approval by the state grantee. Prior to authorizing subrecipients to generate income, OVC strongly encourages administrators to carefully weigh the following considerations regarding federal funds generating income for subrecipient organizations.

a. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources. Crime victims suffer tremendous emotional, physical, and financial losses. It was never the intent of VOCA to exacerbate the impact of the crime by asking the victim to pay for services.

b. State grantees must ensure that they and their subrecipients have the capability to track program income in accordance with federal financial accounting requirements. All VOCA-funded program and match

income, no matter how large or small, is restricted to the same uses as the VOCA grant.

Program income can be problematic because of the required tracking systems needed to monitor VOCA-funded income and ensure that it is used only to make additional services available to crime victims. For example: VOCA often funds only a portion of a counselor's time. Accounting for VOCA program income generated by this counselor is complicated, involving careful record keeping by the counselor, the subrecipient program, and the state.

13. Client-Counselor and Research Information Confidentiality

Maintain confidentiality of client-counselor information, as required by state and federal law.

14. Confidentiality of Research Information

Except as otherwise provided by federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.

These provisions are intended, among other things, to ensure the confidentiality of information provided by crime victims to counselors working for victim services programs receiving VOCA funds. Whatever the scope of application given this provision, it is clear that there is nothing in VOCA or its legislative history to indicate that Congress intended to override or repeal, in effect, a state's existing law governing the disclosure of information which is supportive of VOCA's fundamental goal of helping crime victims. For example, this provision would not act to override or repeal, in effect, a state's existing law pertaining to the mandatory reporting of suspected child abuse. See *Pennhurst School and Hospital v. Halderman, et al.*, 451 U.S. 1 (1981). Furthermore, this confidentiality provision should not be interpreted to thwart the legitimate informational needs of public agencies. For example, this provision does not prohibit a domestic violence shelter from acknowledging, in response to an inquiry by a law enforcement agency conducting a missing person investigation, that the person is safe in the shelter. Similarly, this provision does not prohibit access to a victim service project by a federal or state agency seeking to determine whether federal and state funds are being utilized in accordance with funding agreements.

C. Eligible Subrecipient Organizations

VOCA specifies that an organization must provide services to crime victims and be operated by a public agency or nonprofit organization, or a combination of such agencies or organizations in order to be eligible to receive VOCA funding. Eligible organizations include victim services organizations whose sole mission is to provide services to crime victims. These organizations include, but are not limited to, sexual assault and rape treatment centers, domestic violence programs and shelters, child abuse programs, centers for missing children, mental health services, and other community-based victim coalitions and

support organizations including those who serve survivors of homicide victims.

In addition to victim services organizations, whose sole purpose is to serve crime victims, there are many other public and nonprofit organizations that have components which offer services to crime victims. These organizations are eligible to receive VOCA funds, if the funds are used to expand or enhance the delivery of crime victims' services. These organizations include, but are not limited to, the following:

1. Criminal Justice Agencies

Such agencies as law enforcement organizations, prosecutors' offices, courts, corrections departments, and probation and paroling authorities are eligible to receive VOCA funds to help pay for victims' services. For example, prosecutor-based victim services may include victim-witness programs, victim notification, and victim impact statements, including statements of pecuniary damages for restitution.

Corrections-based victim services may include victim notification, restitution advocacy, victim-offender mediation programs, and victim impact panels. Police-based victim services may include victim crisis units or victim advocates, victim registration and notification, and cellular phone and alarm services for domestic abuse victims. In general, VOCA funds may be used to provide crime victim services that exceed a law enforcement official's normal duties. Regular law enforcement duties such as crime scene intervention, questioning of victims and witnesses, investigation of the crime, and follow-up activities may not be paid for with VOCA funds.

2. Religiously-Affiliated Organizations

Such organizations receiving VOCA funds must ensure that services are offered to all crime victims without regard to religious affiliation and that the receipt of services is not contingent upon participation in a religious activity or event.

3. State Crime Victim Compensation Agencies

Compensation programs, including both centralized and decentralized programs, may receive VOCA assistance funds if they offer direct services to crime victims that extend beyond the essential duties of compensation staff such as claims investigations, distribution of information about compensation and referral to other sources of public and private assistance. Such services would include assisting victims in identifying and accessing needed services and resources.

4. Hospitals and Emergency Medical Facilities

Such organizations must offer crisis counseling, support groups, and/or other types of victim services. In addition, state grantees may only award VOCA funds to a medical facility for the purpose of performing forensic examinations on sexual assault victims if (1) the examination meets the standards established by the state, local prosecutor's office, or state-wide sexual assault coalition; and (2) appropriate crisis counseling and/or other types of victim services are offered to the victim in conjunction with the examination.

5. Others

State and local public agencies such as mental health service organizations, state/local public child and adult protective services, state grantees, legal services agencies and programs with a demonstrated history of advocacy on behalf of domestic violence victims, and public housing authorities that have components specifically trained to serve crime victims. Since the intention of the VOCA grant program is to support and enhance the crime victim services provided by community agencies, state grantees that meet the definition

of an eligible subrecipient organization may not subaward themselves more than 10 percent of their annual VOCA award. This limitation applies to all states and territories, except for the Northern Mariana Islands, Guam, American Samoa, and the Republic of Palau.

D. Ineligible Recipients of VOCA Funds

Some public and nonprofit organizations that offer services to crime victims are not eligible to receive VOCA victim assistance funding. These organizations include, but are not limited to, the following:

1. Federal Agencies

This includes U.S. Attorneys Offices and FBI Field Offices. Receipt of VOCA funds would constitute an augmentation of the federal budget with money intended for state agencies. However, private nonprofit organizations that operate on federal land may be eligible subrecipients of VOCA victim assistance grant funds.

2. In-Patient Treatment Facilities

For example, those designed to provide treatment to individuals with drug, alcohol, and/or mental health-related conditions.

E. Services, Activities, and Costs at the Subrecipient Level

1. Allowable Costs for Direct Services

The following is a listing of services, activities, and costs that are eligible for support with VOCA victim assistance grant funds within a subrecipient's organization:

a. Immediate Health and Safety. Those services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as crisis intervention; accompaniment to hospitals for medical examinations; hotline counseling; emergency food, clothing, transportation, and shelter (including emergency, short-term nursing home shelter for elder abuse victims for whom no other safe, short-term residence is available); and other emergency services that are intended to restore the victim's sense of security. This includes services which offer an immediate measure of safety to crime victims such as boarding-up broken windows and replacing or repairing locks. Also allowable is emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim.

b. Mental Health Assistance. Those services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization such as counseling, group treatment, and therapy. ``Therapy'' refers to intensive professional psychological/psychiatric treatment for individuals, couples, and family members related to counseling to provide emotional support in crises arising from the occurrence of crime. This includes the evaluation of mental health needs, as well as the actual delivery of psychotherapy.

c. Assistance with Participation in Criminal Justice Proceedings. In addition to the cost of emergency legal services noted above in section a. ``Immediate Health and Safety'', there are other costs associated with helping victims participate in the criminal justice system that also are allowable. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and

court; transportation to court; child care or respite care to enable a victim to attend court; notification of victims regarding trial dates, case disposition information, and parole consideration procedures; and assistance with victim impact statements. State grantees may also fund projects devoted to restitution advocacy on behalf of specific crime victims. VOCA funds cannot be used to pay for non-emergency legal representation such as for divorces, or civil restitution recovery efforts.

d. Forensic Examinations. For sexual assault victims, forensic exams are allowable costs only to the extent that other funding sources (such as state compensation or private insurance or public benefits) are unavailable or insufficient and, such exams conform with state evidentiary collection requirements. State grantees should establish procedures to monitor the use of VOCA victim assistance funds to pay for forensic examinations in sexual assault cases.

e. Costs Necessary and Essential to Providing Direct Services. This includes pro-rated costs of rent, telephone service, transportation costs for victims to receive services, emergency transportation costs that enable a victim to participate in the criminal justice system, and local travel expenses for service providers.

f. Special Services. Services to assist crime victims with managing practical problems created by the victimization such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and helping to apply for public assistance.

g. Personnel Costs. Costs that are directly related to providing direct services, such as staff salaries and fringe benefits, including malpractice insurance; the cost of advertising to recruit VOCA-funded personnel; and the cost of training paid and volunteer staff.

h. Restorative Justice. Opportunities for crime victims to meet with perpetrators, if such meetings are requested or voluntarily agreed to by the victim and have possible beneficial or therapeutic value to crime victims.

State grantees that plan to fund this type of service should closely review the criteria for conducting these meetings. At a minimum, the following should be considered: (1) the safety and security of the victim; (2) the benefit or therapeutic value to the victim; (3) the procedures for ensuring that participation of the victim and offender are voluntary and that everyone understands the nature of the meeting, (4) the provision of appropriate support and accompaniment for the victim, (5) appropriate ``debriefing'' opportunities for the victim after the meeting or panel, (6) the credentials of the facilitators, and (7) the opportunity for a crime victim to withdraw from the process at any time. State grantees are encouraged to discuss proposals with OVC prior to awarding VOCA funds for this type of activity. VOCA assistance funds cannot be used for victim-offender meetings which serve to replace criminal justice proceedings.

2. Other Allowable Costs and Services

The services, activities, and costs listed below are not generally considered direct crime victim services, but are often a necessary and essential activity to ensure that quality direct services are provided. Before these costs can be supported with VOCA funds, the state grantee and subrecipient must agree that direct services to crime victims cannot be offered without support for these expenses; that the

subrecipient has no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes. The following list provides examples of such items:

a. Skills Training for Staff. VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to crime victims. An example of skills development is training focused on how to respond to a victim in crisis.

VOCA funds can be used for training both VOCA-funded and non-VOCA-funded service providers who work within a VOCA recipient organization, but VOCA funds cannot be used for management and administrative training for executive directors, board members, and other individuals that do not provide direct services.

b. Training Materials. VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers, within the VOCA-funded organization, and can support the costs of a trainer for in-service staff development. Staff from other organizations can attend in-service training activities that are held for the subrecipient's staff.

c. Training Related Travel. VOCA funds can support costs such as travel, meals, lodging, and registration fees to attend training within the state or a similar geographic area. This limitation encourages state grantees and subrecipients to first look for available training within their immediate geographical area, as travel costs will be minimal. However, when needed training is unavailable within the immediate geographical area, state grantees may authorize using VOCA funds to support training outside of the geographical area. For example, VOCA grantees may benefit by attending national conferences that offer skills building training workshops for victim assistance providers.

d. Equipment and Furniture. VOCA funds may be used to purchase furniture and equipment that provides or enhances direct services to crime victims, as demonstrated by the VOCA subrecipient.

VOCA funds cannot support the entire cost of an item that is not used exclusively for victim-related activities. However, VOCA funds can support a prorated share of such an item. In addition, subrecipients cannot use VOCA funds to purchase equipment for another organization or individual to perform a victim-related service. Examples of allowable costs may include beepers; typewriters and word processors; video-tape cameras and players for interviewing children; two-way mirrors; and equipment and furniture for shelters, work spaces, victim waiting rooms, and children's play areas.

The costs of furniture, equipment such as braille equipment or TTY/TTD machines for the deaf, or minor building alterations/improvements that make victims services more accessible to persons with disabilities are allowable. Refer to the OJP Financial Guide, effective edition, before these types of decisions are made.

e. Purchasing or Leasing Vehicles. Subrecipients may use VOCA funds to purchase or lease vehicles if they can demonstrate to the state VOCA administrator that such an expenditure is essential to delivering services to crime victims. The VOCA administrator must give prior approval for all such purchases.

f. Advanced Technologies. At times, computers may increase a subrecipient's ability to reach and serve crime victims. For example, automated victim notification systems have dramatically improved the efficiency of victim notification and enhanced victim security.

In order to receive a grant for advanced technologies, each subrecipient must meet the program eligibility requirements set forth in section IV.B. of the Guidelines, Subrecipient Organization Eligibility Requirements. In making such expenditures, VOCA subrecipients must describe to the state how the computer equipment will enhance services to crime victims; how it will be integrated into and/or enhance the subrecipient's current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements, supplies; and how these additional costs will be supported. Property insurance is an allowable expense as long as VOCA funds support a prorated share of the cost of the insurance payments.

State grantees that authorize equipment to be purchased with VOCA funds must establish policies and procedures on the acquisition and disbursement of the equipment, in the event the subrecipient no longer receives a VOCA grant. At a minimum, property records must be maintained with the following: a description of the property and a serial number or other identifying number; identification of title holder; the acquisition date; the cost and the percentage of VOCA funds supporting the purchase; the location, use, and condition of the property; and any disposition data, including the date of disposal and sale price. (See OJP Financial Guide, effective edition.)

g. Contracts for Professional Services. VOCA funds generally should not be used to support contract services. At times, however, it may be necessary for VOCA subrecipients to use a portion of the VOCA grant to contract for specialized services. Examples of these services include assistance in filing restraining orders or establishing emergency custody/visitation rights (the provider must have a demonstrated history of advocacy on behalf of domestic violence victims); forensic examinations on a sexual assault victim to the extent that other funding sources are unavailable or insufficient; emergency psychological or psychiatric services; or sign and/or interpretation for the deaf or for crime victims whose primary language is not English.

Subrecipients are prohibited from using a majority of VOCA funds for contracted services, which contain administrative, overhead, and other indirect costs included in the hourly or daily rate.

h. Operating Costs. Examples of allowable operating costs include supplies; equipment use fees, when supported by usage logs; printing, photocopying, and postage; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; administrative time to maintain crime victims' records; and the prorated share of audit costs.

i. Supervision of Direct Service Providers. State grantees may provide VOCA funds for supervision of direct service providers when they determine that such supervision is necessary and essential to providing direct services to crime victims. For example, a state grantee may determine that using VOCA funds to support a coordinator of volunteers or interns is a cost-effective way of serving more crime victims.

j. Repair and/or Replacement of Essential Items. VOCA funds may be used for repair or replacement of items that contribute to maintaining a healthy and/or safe environment for crime victims, such as a furnace in a shelter. In the event that a vehicle is purchased with VOCA funds, related items, such as routine maintenance and repair costs, and

automobile insurance are allowable. State grantees are cautioned to scrutinize each request for expending VOCA funds for such purposes to ensure the following: (1) that the building or vehicle is owned by the subrecipient organization and not rented or leased, (2) all other sources of funding have been exhausted, (3) there is no available option for providing the service in another location, (4) that the cost of the repair or replacement is reasonable considering the value of the building or vehicle, and (5) the cost of the repair or replacement is pro-rated among all sources of income.

k. Public Presentations. VOCA funds may be used to support presentations that are made in schools, community centers, or other public forums, and that are designed to identify crime victims and provide or refer them to needed services. Specifically, activities and costs related to such programs including presentation materials, brochures, and newspaper notices can be supported by VOCA funds.

3. Non-Allowable Costs and Activities

The following services, activities, and costs, although not exhaustive, cannot be supported with VOCA victim assistance grant funds at the subgrantee level:

a. Lobbying and Administrative Advocacy. VOCA funds cannot support victim legislation or administrative reform, whether conducted directly or indirectly.

b. Perpetrator Rehabilitation and Counseling. Subrecipients cannot knowingly use VOCA funds to offer rehabilitative services to offenders. Likewise, VOCA funds cannot support services to incarcerated individuals, even when the service pertains to the victimization of that individual.

c. Needs Assessments, Surveys, Evaluations, Studies. VOCA program funds may not be used to pay for efforts conducted by individuals, organizations, task forces, or special commissions to study and/or research particular crime victim issues.

d. Prosecution Activities. VOCA funds cannot be used to pay for activities that are directed at prosecuting an offender and/or improving the criminal justice system's effectiveness and efficiency, such as witness notification and management activities and expert testimony at a trial. In addition, victim witness protection costs and subsequent lodging and meal expenses are considered part of the criminal justice agency's responsibility and cannot be supported with VOCA funds.

e. Fundraising activities.

f. Indirect Organizational Costs. The costs of liability insurance on buildings; capital improvements; security guards and body guards; property losses and expenses; real estate purchases; mortgage payments; and construction may not be supported with VOCA funds.

g. Property Loss. Reimbursing crime victims for expenses incurred as a result of a crime such as insurance deductibles, replacement of stolen property, funeral expenses, lost wages, and medical bills is not allowed.

h. Most Medical Costs. VOCA funds cannot pay for nursing home care (emergency short-term nursing home shelter as described in section IV.E.1.a. is allowable), home health-care costs, in-patient treatment costs, hospital care, and other types of emergency and non-emergency medical and/or dental treatment. VOCA victim assistance grant funds cannot support medical costs resulting from a victimization, except for forensic medical examinations for sexual assault victims.

i. Relocation Expenses. VOCA funds cannot support relocation expenses for crime victims such as moving expenses, security deposits on housing, ongoing rent, and mortgage payments. However, VOCA funds may be used to support staff time in locating resources to assist victims with these expenses.

j. Administrative Staff Expenses. Salaries, fees, and reimbursable expenses associated with administrators, board members, executive directors, consultants, coordinators, and other individuals unless these expenses are incurred while providing direct services to crime victims.

k. Development of Protocols, Interagency Agreements, and Other Working Agreements. These activities benefit crime victims, but they are considered examples of the types of activities that subrecipients undertake as part of their role as a victim services organization, which in turn qualifies them as an eligible VOCA subrecipient.

l. Costs of Sending Individual Crime Victims to Conferences.

m. Activities Exclusively Related to Crime Prevention.

**Domestic Violence Prevention and Services Grant
Pre-Proposal Conference
Directions and Registration**

Forest Office Park
Wythe Building
1604 Santa Rosa Road
Richmond, VA 23229
804-662-7475

(See Map Below)

Traveling on Interstate 64 East: Approaching Richmond from the west (Roanoke, Lynchburg, Charlottesville, etc.), take the BROAD ST. ROAD/GLENSIDE DRIVE EXIT 183 off I-64. Go RIGHT off the exit onto GLENSIDE DRIVE, following the blue hospital sign. **Go to “Final Approach” below.**

Traveling on Interstate 64 West: Approaching Richmond from the east (Virginia Beach, Norfolk, Williamsburg, etc.), follow I-64 West through Richmond using I-95 North. Leave I-95 North at the CHARLOTTESVILLE EXIT, continuing on I-64 West. Take the GLENSIDE DRIVE SOUTH EXIT 183A. **Go to “Final Approach” below.**

Traveling on Interstate 95 North: Approaching Richmond from the south (Hopewell, Petersburg, Emporia, etc.) take the CHARLOTTESVILLE EXIT onto I-64 West. Take the GLENSIDE DRIVE SOUTH EXIT 183A. **Go to “Final Approach” below.**

Traveling on Interstate 95 South: Approaching Richmond from the north (Winchester, Fairfax, Arlington, etc.) take the I-295 EXIT marked CHARLOTTESVILLE I-64. When I-295 ends, in approximately 9 miles, take the I-64 EAST EXIT toward Richmond. Take the BROAD ST./GLENSIDE DRIVE EXIT 183. Go RIGHT off the exit, following the blue hospital sign. **Go to “Final Approach” below.**

Final Approach: Continue on GLENSIDE DRIVE a short distance (3/10 mi.) to the stoplight at FOREST AVENUE. Turn RIGHT onto FOREST AVENUE and continue approximately 1½ miles to the stoplight at DISCOVERY DRIVE (you will cross SKIPWITH ROAD and pass HENRICO DOCTORS' HOSPITAL on the left.) At the stoplight, turn RIGHT onto DISCOVERY DRIVE. DISCOVERY DRIVE turns sharply to the left and becomes SANTA ROSA ROAD. As you make this turn, the WYTHE BLDG. is on your right. There is parking on three sides of the building.

Registration

Domestic Violence Prevention and Services Grant Pre-application Workshop

**Monday, March 13, 2006
12:30- 2:30**

Pre-registration is not required, but appreciated, by 3/9/2006

Name: _____

Program: _____

Total # Attending: _____

Others Attending: _____

Please print and bring with you: the RFP, all attachments and all appendices. Copies will not be provided for all attendees at the workshop.

Fax registration to:
Office of Family Violence
804-726-7895

